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FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

MM Docket No. 01-43  
RM- I0041

## SECOND SECTION 1.65 SUPPLEMENT

In a Petition for Rule Making dated May 1, 2000, Civic proposed the amendment of Section 73.622(b), the DTV Table of Allotments, by substituting Channel 9 as WLRT-TV's paired DTV allocation in lieu of Channel 51, as originally allotted. On March 14, 2003, WTVA, Inc., Civic, and LibCo., Inc. entered into the attached DTV Interference Agreement. Among other things, the DTV Interference Agreement provides the agreement of WTVA, Inc., licensee of WTVA-TV and the permittee of WTVA-DT, Tupelo, Mississippi, to accept interference to the operations of WTVA-TV and the proposed operations of WTVA-DT on Channel 8 that may result from Civic's operation of WLBT-DT on Channel 9 with the parameters set forth in Exhibit A to the DTV Interference Agreement.

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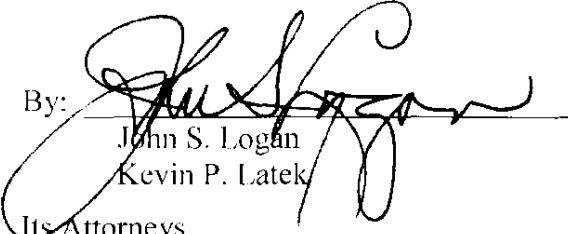
47 C.F.R. § 1.65(a). Civic is the successor-in-interest to Civic License Holding Company, Inc. Both companies have the same ultimate ownership.

Civic hereby supplements its pleadings in this proceeding to report and submit the enclosed DTV Interference Agreement. Civic respectfully requests that the Allocations Branch move expeditiously to approve the WBLT-DT channel change as there remain no material issues in dispute.

Respectful ly submitted,

CivCo, Inc.

By:



John S. Logan  
Kevin P. Latek  
Its Attorneys

DOW. LOHNES & ALBERTSON, PLLC  
1200 Neu Hampshire Avenue, N W.  
Suite 800  
Washington. D.C. 20036-6802  
(202) 776-2000

April 10, 2003

## **DTV INTERFERENCE AGREEMENT**

This DTV INTERFERENCE AGREEMENT (the "Agreement") is dated as of March 14, 2003, by and among WTVA, Inc. ("WTVA"), CivCo, Inc. ("CivCo"), a Nevada corporation, and LibCo, Inc. ("LibCo"), a Nevada corporation.

### **RECITALS**

- A WTVA is the licensee of television station **WTVA(TV)**, NTSC Channel 9, Tupelo, Mississippi, pursuant to authorizations issued by the Federal Communications Commission ("FCC"); the FCC has assigned DTV Channel 57 to WTVA-DT; and WTVA has filed a petition for institution of a rule making proceeding to substitute DTV Channel **8** for use by WTVA. which petition remains pending before the FCC;
- B. CivCo is the licensee of television station **WLBT(TV)**, NTSC Channel 3, Jackson, Mississippi; the FCC has assigned DTV channel **51** to WLBT-DT; and a rule making proceeding is **pending** before the FCC to substitute DTV Channel 9 for use by WLBT, which proceeding remains pending before the FCC.
- C LibCo is the licensee of **KAIT(TV)**, NTSC Channel **8**, serving Jonesboro, Arkansas; and the FCC has assigned DTV Channel 9 to KAIT-DT for use by **KAIT**.
- D CivCo, LibCo and WTVA have concluded that an agreement in accordance with the rules and policies of the FCC for the acceptance certain mutual interference among their respective digital television stations WTVA-DT, KAIT-DT, and WLBT-DT would permit a maximization of service by each of such stations so as to enhance the coverage of each station.
- E The parties desire to enter into this Agreement pursuant to and in accordance with 47 C F R. § 73.623(g) of the FCC's rules and the FCC's policy statements regarding the DTV Transition adopted in MM Docket Number 87-268 which encourage the adoption of negotiated interference agreements to facilitate the implementation of DTV services.

### **AGREEMENTS**

In consideration of the above recitals and the mutual covenants and agreements set forth in this Agreement, and for other valuable consideration, the receipt and **sufficiency** of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

#### **SECTION 1. REPRESENTATIONS AND WARRANTIES OF CTVC AND LIBCO**

CivCo and LibCo each **represent** and warrant to WTVA as follows:

**1.1 Standing** CivCo is a corporation duly organized, validly existing, and in good standing under the laws of Nevada, LibCo is a corporation duly organized, validly existing, and in good standing under the laws of Nevada. CivCo and LibCo are under common control. Each of CivCo and LibCo has all requisite corporate authority to execute and deliver this Agreement and any document contemplated hereby, and to perform and comply with all of the terms,

covenants, and conditions to be performed and complied with by CivCo and LibCo hereunder and thereunder

1.2 Authorization and Binding Obligation. Each of CivCo and LibCo is legally qualified, empowered and authorized to enter into this Agreement, and the execution, delivery, and performance hereof shall not constitute a breach or violation of any agreement, contract or other obligation to which either CivCo or LibCo is subject or by which either CivCo or LibCo is bound. This Agreement has been duly executed and delivered by each of CivCo and LibCo and constitutes the legal, valid, and binding obligation of CivCo and LibCo, enforceable against CivCo and LibCo in accordance with its terms.

## **SECTION 2. REPRESENTATION AND WARRANTIES OF WTVA**

WTVA represents and warrants to each of CivCo and LibCo as follows.

2.1 Standing. WTVA is a corporation duly organized, validly existing, and in good standing under the laws of the State of \_\_\_\_\_ WTVA has all requisite corporate authority to execute and deliver this Agreement and any document contemplated hereby. and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by WTVA hereunder and thereunder

2.2 Authorization and Binding Obligation. WTVA is legally qualified, empowered and authorized to enter into this Agreement, and the execution, delivery, and performance hereof shall not constitute a breach or violation of any agreement, contract or other obligation to which WTVA is subject or by which WTVA is bound. This Agreement has been duly executed and delivered by WTVA and constitutes the legal, valid, and binding obligation of WTVA, enforceable against WTVA in accordance with its terms.

## **SECTION 3. COVENANTS AND AGREEMENTS**

3.1 Interference to WLBT-DT CivCo agrees to accept such interference to the proposed transmissions of WLBT-DT operations on Channel 9 that may occur as a result of (i) the grant of a modification of the construction permit for WTVA-DT conforming to the parameters for WTVA-DT described in Exhibit A and construction and operation of WTVA-DT in accordance with such a modified permit; and (ii) operation of WTVA-TV in accordance with the station's FCC license (FCC File Number BLCT-1234) CivCo further agrees not to oppose, in any way, the application for modification of the construction permit for WTVA-DT, provided such application specifies the parameters for WTVA-DT described in Exhibit A, or the construction and operation of WTV.4-DT in accordance with such a modified permit.

1.2 Interference to KAIT-TV and KAIT-DT. LibCo agrees to accept such interference to the transmissions of KAIT-TV and KAIT-DT that may occur as a result of (i) the grant of a modification of the construction permit for WTVA-DT conforming to the parameters for WTVA-DT described in Exhibit A and the construction and operation of WTVA-DT in accordance with such a modified permit; and (ii) operation of WTVA-TV in accordance with the station's FCC license (FCC File Number BLCT-1234). LibCo further agrees not to oppose, in any way, the application for modification of the construction permit for WTVA-DT, provided

such application specifies the parameters for WTVA-DT described in Exhibit A, or the construction and operation of WTVA-DT in accordance with such a modified permit.

3.3 Interference to WTVA-TV and WTVA-DT. WTVA agrees to accept such interference to the transmissions of WTVA-TV and the proposed transmissions of WTVA-DT operations on Channel 8 that may occur as a result of the grant of a modification of the construction permit for WLBT-DT conforming to the parameters for WLBT-DT described in Exhibit A and the construction and operation of WLBT-DT in accordance with such a modified permit and that may occur as a result of the grant of a modification of the construction permit for KAIT-DT conforming to the parameters for KAIT-DT described in Exhibit A and the construction and operation of KAIT-DT in accordance with such a modified permit. WTVA further agrees not to oppose, in any way, the application for modification of the construction permit for WLBT-DT, provided such application specifies the parameters for WLBT-DT described in Exhibit A, or the construction and operation of WLBT-DT in accordance with such a modified permit, or the application for modification of the construction permit for KAIT-DT, provided such application specifies the parameters for KAIT-DT described in Exhibit A, or the construction and operation of KAIT-DT in accordance with such a modified permit

3.4 No Inconsistent Action. No party hereto shall take any action that is inconsistent with its obligations under this Agreement or that could hinder or delay the other party's enjoyment of its rights and interests contemplated by this Agreement. Notwithstanding any other provision in this Agreement to the contrary, in the event that either party violates its obligations in this Section 3 (the "Violating Party"), the other party shall have the right to seek specific performance of Violating Party's obligations hereunder.

3.5 Cooperation Each of CivCo, LibCo, and WTVA shall cooperate fully with each other and their respective counsel in connection with any actions required to be taken as part of their respective obligations under this Agreement, and each shall execute such other documents as may be necessary and desirable to the implementation of this Agreement, including the submission of the Agreement to the Commission. CivCo and LibCo each agree, in cooperation with WTVA, to take all commercially reasonable actions to assist and support WTVA in securing the allotment of Channel 8 to Tupelo, Mississippi for use by WTVA-DT and the grant of the application for a construction permit for WTVA-DT on Channel 8, in each case, conforming to the parameters for WTVA-DT described in Exhibit A hereto. WTVA agrees, in cooperation with CivCo, to take all commercially reasonable actions to assist and support CivCo in securing the allotment of Channel 9 to Jackson, Mississippi, for use by WLBT-DT and the grant of an application by CivCo for a construction permit for WLBT-DT on Channel 9, in each case, conforming to the parameters for WLRT-DT described in Exhibit A hereto. WTVA further agrees, in cooperation with LibCo, to take all commercially reasonable actions to assist and support LibCo in seeking the grant and implementation by LibCo of any construction permit for KAIT-DT on Channel 9 conforming to the parameters for WLBT-DT described in Exhibit A hereto.

### 3.6 Other Agreements.

(a) The parties hereto agree that their respective obligations hereunder are contingent upon the allotment of Channel 9 to WLBT-DT and the grant of an application

by the FCC to CivCo authorizing the operation of WLBT-DT on Channel 9 with the parameters specified in Exhibit A hereto. No part of this Agreement shall be construed to require CivCo to assent to or accept facilities for WLBT-DT on Channel 9 with parameters reduced from those set forth in Exhibit A hereto.

3.7 Compensation. The parties agree that each party's performance of its obligations hereunder shall constitute full compensation for the other party's performance of its obligations hereunder and no further monetary compensation is due to either party as compensation for any interference caused to either party's DTV transmissions by actions taken pursuant to this Agreement

#### SECTION 4. TERM AND TERMINATION

The term of this Agreement shall begin as of the date hereof and shall continue in effect until such time as this Agreement is terminated pursuant to this Section 4. This Agreement may be terminated either:

- (a) by either WTVA, CivCo or LibCo, so long as the terminating party is not in material default of its obligations hereunder, upon a material breach of the terms of this Agreement, provided, however, that party in breach of the terms of this Agreement shall have 30 days from the receipt of written notice of the breach to cure such breach; or
- (b) by written agreement of WTVA, CivCo and LibCo;
- (c) upon the issuance of final action by the FCC that is no longer subject to appeal or reconsideration and that renders this Agreement impossible to perform.

#### SECTION 5. MISCELLANEOUS

**5.1** Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered **by** personal delivery, sent by commercial delivery service, facsimile transmission or registered or certified mail, return receipt requested, (c) deemed to have been given on the date of personal delivery, the date set forth in the records of the delivery service or on the return receipt or on the date sent by facsimile with receipt confirmed by telephone, and (d) addressed as follows.

lf to WTVA	Mr Frank Spain President WTVA. Inc. Box 350 Tupelo, MS 38801 Phone.
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With a copy, which shall not constitute notice, to:

If to CivCo or LibCo: Ms. Tina Ford  
President  
CivCo. Inc.  
LibCo, Inc.  
c/o Griffin Corporate Services, Inc.  
639 Isbell Rd , Suite 390  
Reno, NV 89509  
Phone: (775) 823-3080 Fax: (775) 823-3099

With a copy, which shall not constitute notice, to:

John S. Logan, Esq.  
Dow, Lohnes & Alhertson, PLLC  
1200 New Hampshire Avenue, N.W , Suite 800  
Washington, D C. 20036  
Phone: (202) 776-2000 Fax: (202) 776-2222

or to any other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section 5.1.

5.2 Benefit and Binding Effect. Neither party may assign this Agreement without the prior written consent of the other party hereto, provided (i) that such consent may not be unreasonably withheld and (ii) each party consents, upon the receipt of written notice, to the assignment of the rights and obligations of any other party under this Agreement to any entity controlling, controlled by or under common control with such party concurrent with the assignment to such entity with requisite FCC approval of the television licenses of such party that are subject to this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. If either station should be assigned or transferred, as a condition of any such assignment or transfer, the party receiving such station must specifically assume all obligations hereunder. Each party agrees to cause the assumption of the obligations hereunder in connection with any assignment or transfer, and agrees not to enter into an assignment or transfer unless the assignee or transferee specifically assumes the obligations, hereunder.

5.4 Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Nevada (without regard to the choice of law provisions thereof).

5.5 Headings The headings herein are included for ease of reference only and shall not control or affect the meaning or construction of the provisions of this Agreement.

5.6 Entire Agreement/Amendments. This Agreement and the exhibit hereto collectively represent the entire understanding and agreement among the parties hereto with respect to the subject matter hereof and supersede all prior negotiations between the parties with respect to the subject matter hereof. This Agreement cannot be amended, supplemented, or

changed except by an agreement in writing that makes specific reference to this Agreement and which is signed by the party against which enforcement of any such amendment, supplement, or modification is sought.

5.7 Counterparts. This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

5.8 Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.


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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written

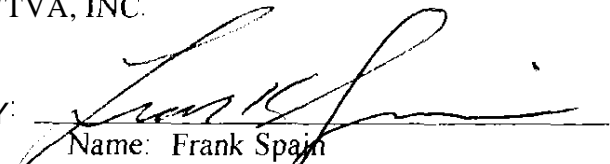
CTVCO, INC

BY

  
Name: Tina Ford  
Title: President

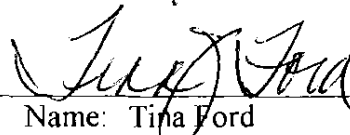
WTVA, INC.

BY

  
Name: Frank Spain  
Title: President

LIBCO. INC

By:

  
Name: Tina Ford  
Title: President

## **EXHIBIT A**

### **A | Specified Parameters**

#### **(a) WTV A-DT**

DTV Channel	8
Antenna Location Coordinates (NAD27)	Lat 33 degrees 47 minutes 40 seconds N
	Long 89 degrees 05 minutes 16 seconds W
Height of Radiation Center Above Average Terrain	542 Meters
Effective Radiated Power	12kW Nondirectional

The parameters of WTV A-DT may be modified in accordance with Section 73.622 of the FCC's rules so long as the predicted coverage area of WTV A-DT using such modified values does not exceed the predicted coverage area of WTV A-DT using the values specified herein.

#### **(b) WLBT-DT**

DTV Channel	9
Antenna Location Coordinates (NAD27)	Lat 32 degrees 12 minutes 49 seconds N
	Long : 90 degrees 22 minutes 56 seconds W
Height of Radiation Center Above Average Terrain	610 Meters
Effective Radiated Power	20 kW Nondirectional

The parameters of WLBT-DT may be modified in accordance with Section 73.622 of the FCC's rules so long as the predicted coverage area of WLBT-DT using such modified values does not exceed the predicted coverage area of WLBT-DT using the values specified herein.

#### **(c) KAIT-DT**

DTV Channel	9
Antenna Location Coordinates (NAD27)	Lat : 35 degrees 53 minutes 22 seconds N
	Long : 90 degrees 56 minutes 08 seconds <b>W</b>
Height of Radiation Center Above Average Terrain	531 Meters
Effective Radiated Power	20 kW Nondirectional

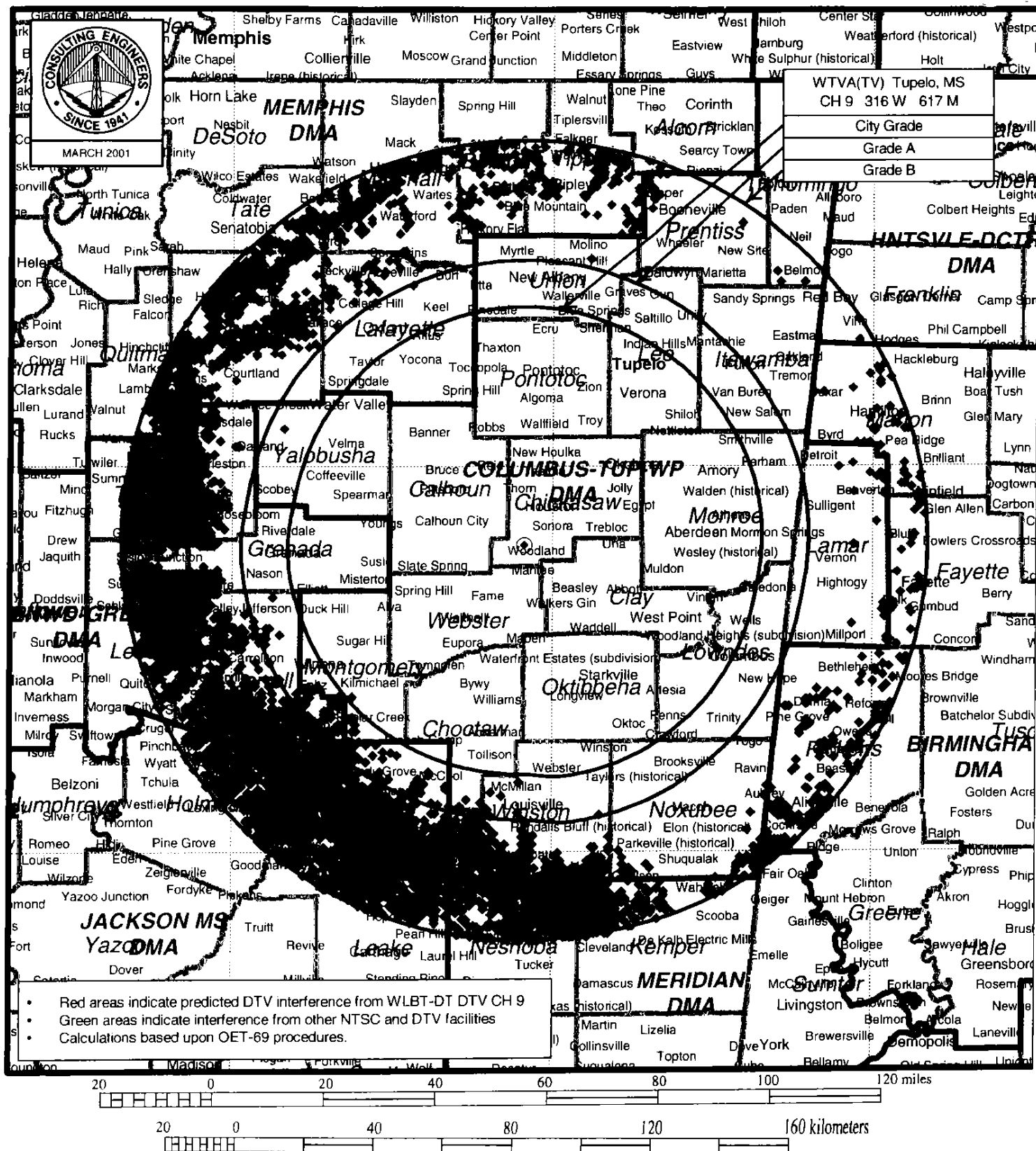
The parameters of KAIT-DT may be modified in accordance with Section 73.622 of the FCC's rules so long as the predicted coverage area of KAIT-DT using such modified values does not exceed the predicted coverage area of KAIT-DT using the values specified herein

**A 2**    Predicted Contours.

The parties agree that the attached three maps identify certain areas predicted to receive interference caused by the operations of certain television and digital television stations, including those operating **as** specified in section **A.1.** of this Exhibit. The parties further agree that the attached three maps are included for informational purposes only and any measurements of actual interference that may result from the operations of stations **as** specified in section **A.1.** of this Exhibit that may or may not deviate from that predicted in the attached three maps, or any other inaccuracies or errors that may be reflected therein, shall not under any circumstances be relied upon to cause modification to the parameters set forth in section **A.1.** of this Exhibit except by additional agreement in writing that makes specific reference to this Agreement.

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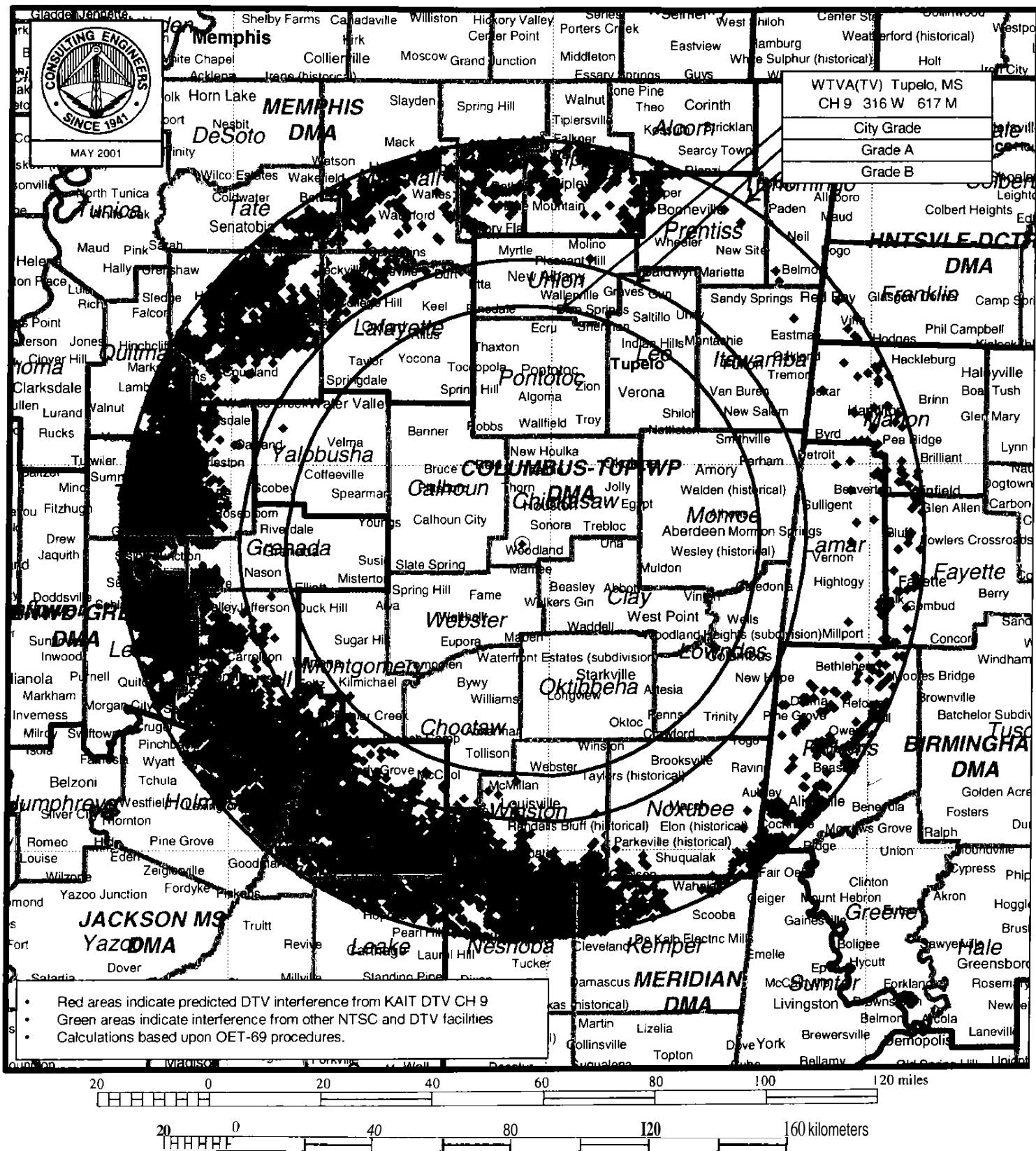
DCLIB02:1316671-8



## PREDICTED WTVB NTSC COVERAGE AND INTERFERENCE AREAS WITH WLBT-DT CH 9 20 KW (NON-DA)

PREPARED FOR  
COSMOS BROADCASTING

du Treil, Lundin & Rackley, Inc., Sarasota, Florida

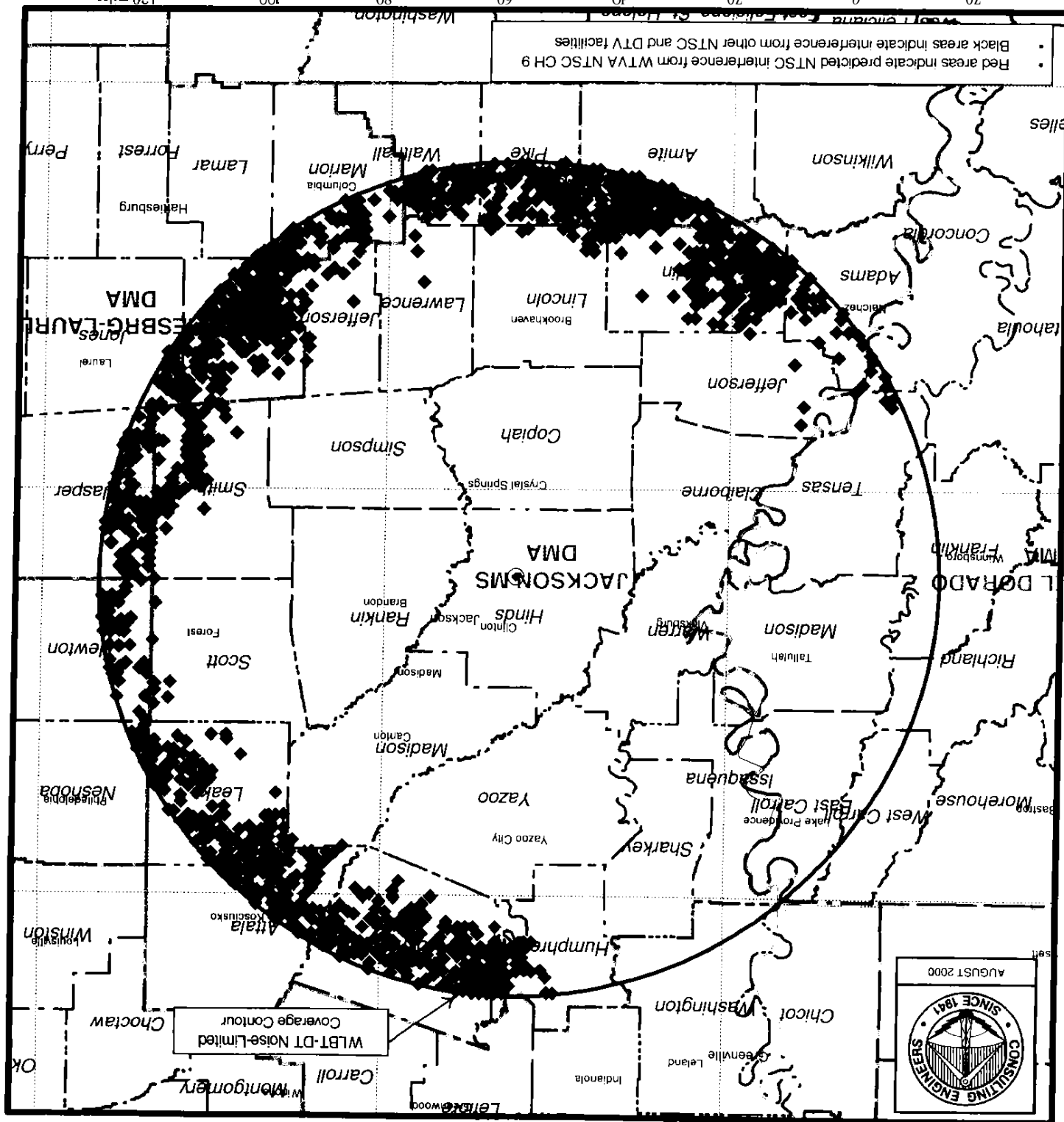


## PREDICTED WTVA NTSC COVERAGE AND INTERFERENCE AREAS WITH WLBT-DT CH 9 20 KW (NON-DA) & KAIT-DT AT 20 KW

PREPARED FOR  
COSMOS BROADCASTING

du Treil, Lundin & Rackley, Inc., Sarasota, Florida

PREPARED FOR  
COSMOS BROADCASTING



## CERTIFICATE OF SERVICE

I, Rayya Khalaf, a legal secretary at Dow, Lohiies & Albertson, PLLC, do hereby certify that on this 10th day of April 2003, I caused a copy of the foregoing **Second Section 1.65 Supplement** to be served on the following:

By Hand:

Mr. Kick C. Chesson  
Associate Bureau Chief  
Digital Television Task Force  
**Media Bureau**  
**Federal Communications Commission**  
445 Twelfth Street, S.W.  
Washington, D.C. 20554

Ms. Pam Blumenthal  
Allocations Branch  
Policy Division  
**Media Bureau**  
**Federal Communications Commission**  
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Washington, D.C. 20554


By **H.S.** Mail:

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Rayya Khalaf